



LODI CITY COUNCIL

Carnegie Forum

305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: March 12, 2019

Time: 7:00 a.m.

For information regarding this Agenda please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

ADDENDUM

Subsequent to the publication and posting of the agenda on March 7, 2019, the following Closed Session and Regular Calendar items were submitted for Council consideration.

A. Call to Order / Roll Call

B. Announcement of Closed Session

B-1 Exposure to Litigation: Government Code §54956.9(e)(2); One Case; Potential Suit by FCB Homes, Frontier Land Company, and/or Blossom Land Company, a California corporation, against City of Lodi Arising out of a Proposed Improvement Agreement for Public Improvements for Gateway North, Unit No. 1, Tract No. 3940 and Tentative Subdivision Map for Gateway North

C. Adjourn to Closed Session

D. Return to Open Session / Disclosure of Action

E. Public Hearings

E-1 Continue Public Hearing to April 17, 2019, to Consider Adopting Resolution Authorizing City Manager to Execute Reimbursement Agreement RA-18-01 for Public Improvements Constructed with Lodi Shopping Center (PW)

F. Regular Calendar

Res. F-1 Reschedule Council Action to Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Gateway North Subdivision, Unit No. 1, Tract No. 3940, for April 17, 2019 (PW)

G. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a place freely accessible to the public 24 hours a day.

Jennifer M. Ferraiolo
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – SPECIAL MEETING

Date: March 12, 2019

Time: 7:00 a.m.

*and via conference call:

**1311 Midvale Road
Lodi, CA 95240**

For information regarding this Agenda please contact:

**Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702**

A. Call to Order / Roll Call

B. Public Hearings

- B-1 Continue Public Hearing to April 17, 2019, to Consider Adopting Resolution Authorizing City Manager to Execute Reimbursement Agreement RA-18-01 for Public Improvements Constructed with Lodi Shopping Center (PW)

C. Adjournment

Pursuant to Section 54956.2(a) of the Government Code of the State of California, this agenda was posted at a place freely accessible to the public 24 hours in advance of the scheduled meeting.

Jennifer M. Ferraiolo
City Clerk

All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk, located at 221 W. Pine Street, Lodi, and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 72 hours prior to the meeting date. Language interpreter requests must be received at least 72 hours in advance of the meeting to help ensure availability. Contact Jennifer M. Ferraiolo at (209) 333-6702. Solicitudes de interpretación de idiomas deben ser recibidas por lo menos con 72 horas de anticipación a la reunión para ayudar a asegurar la disponibilidad. Llame a Jennifer M. Ferraiolo (209) 333-6702.

****NOTICE:** Pursuant to Government Code §54954.3(a), public comments may be directed to the legislative body concerning any item contained on the agenda for this meeting before (in the case of a Closed Session item) or during consideration of the item.**



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Continue Public Hearing to April 17, 2019, to Consider Adopting Resolution Authorizing City Manager to Execute Reimbursement Agreement RA-18-01, for Public Improvements Constructed with Lodi Shopping Center

MEETING DATE: March 12, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Continue public hearing to April 17, 2019, to consider adopting resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01, for public improvements constructed with Lodi Shopping Center.

BACKGROUND INFORMATION: Browman Development Company (BDC), the developer of Lodi Shopping Center, located at the southwest corner of Kettleman Lane and Lower Sacramento Road, entered into an Improvement Agreement with the City, dated July 28, 2015. As required under the conditions of approval for the project and terms of the Improvement Agreement, BDC and by separate agreement, Elliot Homes, Inc. (collectively "Applicants"), completed certain public improvements on Westgate Drive and Century Boulevard. The improvements include the installation of asphalt concrete pavement, concrete curb, gutter and sidewalk, concrete median with landscape, water, wastewater, storm drainage lines, traffic signal modifications at Kettleman Lane and Westgate Drive, wastewater trunk line relocation, storm water basin, and storm water pump station. Portions of the public improvements installed by Applicants benefit properties outside the project area, which lie between Kettleman Lane and Harney Lane.

The public improvements were accepted by City Council on October 19, 2016. The Applicants request a Reimbursement Agreement in conformance with Lodi Municipal Code (LMC) Chapter 17.62, to recover the cost of the improvements benefiting the above mentioned properties, including related costs such as land cost, engineering, inspection, and plan check fees. The Engineer's Report, prepared by SNG Associates, Inc., utilized established engineering principles to determine the appropriate reimbursement for each benefiting property.

Since April 2018, several attempts have been made to conduct a public hearing to consider executing Reimbursement Agreement RA-18-01. In fact, there have been 10 Council requests to either, set, continue, or cancel a public hearing regarding this item because one major property owner, FCB Homes, disagrees with the reimbursement methodology and resulting allocations presented by the Applicants. This disagreement continues to result in threats of potential litigation from both FCB Homes and the Applicants.

A public hearing was finally conducted on February 6, 2019, where Council was provided a presentation by staff outlining the factual history of this specific reimbursement agreement process, along with detailed information demonstrating why the Engineer's Report and corresponding cost allocations to the benefitting properties are appropriately derived in accordance with the City's LMC; followed by the recommendation that Council authorize the City Manager to execute Reimbursement Agreement RA-18-01. The City's

APPROVED: _____
Stephen Schwabauer, City Manager

position has been validated by independent professional engineering and legal peer reviews. During the comment period, an attorney representing FCB Homes provided Council with a two-page hand-out that referenced Sections 17.46.010, 17.62.040, 17.62.050 of the LMC and excerpts from Government Code section 66419 that generated additional questions that staff could not address without additional time to analyze.

Considering the new information provided, and the need for staff to conduct further review, Council chose to continue the February 6, 2019 public hearing until March 12, 2019 to allow staff time to analyze the arguments made by FCB Homes and provide staff's response. Staff engaged outside counsel to provide a legal opinion addressing the arguments made by FCB Homes. The legal opinion will not be completed in time to present at the March 12, 2019 public hearing. For this reason, staff recommends continuing the public hearing to April 17, 2019. Based on video of the Council meeting, it is clear that Council intended to continue the public hearing only for the purpose of revisiting the new arguments.

FISCAL IMPACT: All costs to prepare and administer Reimbursement Agreement RA-18-01 are borne by Applicants.

FUNDING AVAILABLE: Not applicable.

Charles E. Swimley, Jr.
Public Works Director

CES/CES/tdb

cc: Senior Civil Engineer, Nathan
Senior Engineering Technician, Wiman
Public Works Management Analyst
Browman Development
SNG & Associates
Property Owners



DECLARATION OF POSTING

NOTICE OF CONTINUED PUBLIC HEARING TO CONSIDER RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE REIMBURSEMENT AGREEMENT RA-18-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH LODI SHOPPING CENTER

On Tuesday, February 12, 2019, in the City of Lodi, San Joaquin County, California, a Notice of Continued Public Hearing to consider resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01 for public improvements constructed with Lodi Shopping Center (attached and marked as Exhibit A) was posted at the following locations:

Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
Worknet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on February 12, 2019, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

SYLVIA DOMINGUEZ
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF CONTINUED PUBLIC HEARING

Date: March 12, 2019

Time: 7:00 a.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo
City Clerk
Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Tuesday, March 12, 2019**, at the hour of 7:00 a.m., or as soon thereafter as the matter may be heard, the City Council will conduct a continued public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01 for public improvements constructed with Lodi Shopping Center.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: February 6, 2019

Approved as to form:


Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION
AUTHORIZING CITY MANAGER TO EXECUTE REIMBURSEMENT
AGREEMENT RA-18-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED
WITH LODI SHOPPING CENTER

PUBLISH DATE: SATURDAY, JANUARY 19, 2019

LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO:
LNS ACCT. #0510052

JENNIFER M. FERRAILOLO, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, JANUARY 17, 2019

ORDERED BY: JENNIFER M. FERRAILOLO
CITY CLERK


PAMELA M. FARRIS
DEPUTY CITY CLERK

SYLVIA DOMINGUEZ
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Emailed to the Sentinel at classified1@lodinews.com at 9:13 (time) on 1/17/19 (date) _____ (pages)
Phone to confirm receipt of all pages at _____ (time) _____ EB _____ PMF (Initials)



DECLARATION OF MAILING

**PUBLIC HEARING TO CONSIDER RESOLUTION AUTHORIZING
CITY MANAGER TO EXECUTE REIMBURSEMENT AGREEMENT RA-18-01
WITH BROWMAN DEVELOPMENT COMPANY AND ELLIOT HOMES FOR
PUBLIC IMPROVEMENTS CONSTRUCTED WITH LODI SHOPPING CENTER**

On Thursday, January 17, 2019, in the City of Lodi, San Joaquin County, California, I deposited in the United States mail, envelopes with first-class postage prepaid thereon, containing a Notice of Public Hearing to consider resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01 with Browman Development Company and Elliot Homes for public improvements constructed with Lodi Shopping Center, attached hereto marked Exhibit A. The mailing list for said matter is attached hereto marked Exhibit B.

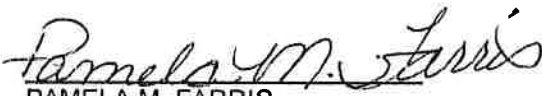
There is a regular daily communication by mail between the City of Lodi, California, and the places to which said envelopes were addressed.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 17, 2019, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK, CITY OF LODI**


PAMELA M. FARRIS
DEPUTY CITY CLERK

ELIZABETH BURGOS
ADMINISTRATIVE CLERK



DECLARATION OF POSTING

NOTICE OF PUBLIC HEARING TO CONSIDER RESOLUTION AUTHORIZING CITY MANAGER TO EXECUTE REIMBURSEMENT AGREEMENT RA-18-01 FOR PUBLIC IMPROVEMENTS CONSTRUCTED WITH LODI SHOPPING CENTER

On Thursday, January 17, 2019, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01 for public improvements constructed with Lodi Shopping Center (attached and marked as Exhibit A) was posted at the following locations:


Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum
Worknet Office

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 17, 2019, at Lodi, California.

ORDERED BY:

**JENNIFER M. FERRAILOLO
CITY CLERK**


PAMELA M. FARRIS
DEPUTY CITY CLERK

SYLVIA DOMINGUEZ
ADMINISTRATIVE CLERK



CITY OF LODI
Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: February 6, 2019

Time: 7:00 p.m.

For information regarding this notice please contact:

Jennifer M. Ferraiolo

City Clerk

Telephone: (209) 333-6702

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, February 6, 2019**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Resolution authorizing City Manager to execute Reimbursement Agreement RA-18-01 for public improvements constructed with Lodi Shopping Center.**

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:


Jennifer M. Ferraiolo
City Clerk

Dated: January 16, 2019

Approved as to form:


Janice D. Magdich
City Attorney

AVISO: Para obtener ayuda interpretativa con esta noticia, por favor llame a la oficina de la Secretaria Municipal, a las (209) 333-6702.

EXHIBIT B

Name	Address
Lodi LSR Properties, LLC	10100 Trinity Parkway, Suite 420 Stockton, CA 95219
Jacoba Zunino	P.O. Box 520 Woodbridge, CA 95258
Sunset Tartesso, LLC	340 Palladio Parkway, Suite 521 Folsom, CA 95630
2057 Lowsac, LLC	19934 Meadow Oak Drive Woodbridge, CA 95258
Weldon D Schumacher	1303 Rivergate Drive Lodi, CA 95240
Joey Tamura	788 West Armstrong Road Lodi, CA 95242
Robert Van Ruiten	P.O. Box 548 Woodbridge, CA 95258
Earl Rieger	395 East Harney Lane Lodi, CA 95242
Larry D. & D. R. Wells	427 East Harney Lane Lodi, CA 95242
Norene Dietrich	463 East Harney Lane Lodi, CA 95242
Phyllis Mastel	499 East Harney Lane Lodi, CA 95240
Joe Alvarez	533 East Harney Lane Lodi, CA 95242
Robert W. & Jennifer J. Pinnell	2627 West Harney Lane Lodi, CA 95242
Stephen Mann	1018 Laurel Avenue Lodi, CA 95242
W.L. Investors, LP	10100 Trinity Parkway, Suite 420 Stockton, CA 95219



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Reschedule Council Action to Adopt Resolution Authorizing City Manager to Execute Improvement Agreement for Gateway North Subdivision, Unit No. 1, Tract No. 3940 for April 17, 2019

MEETING DATE: March 12, 2019

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Reschedule Council Action to adopt resolution authorizing City Manager to execute Improvement Agreement for Gateway North Subdivision, Unit No. 1, Tract No. 3940 for April 17, 2019.

BACKGROUND INFORMATION: Gateway North Subdivision, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Shopping Center, as shown on Exhibit A. Unit No. 1 consists of 98 single-family, residential lots.

The developer, Blossom Land Company (Developer), will be presenting the final map for approval at a later date. This project is inside the Area of Benefit of Reimbursement Agreement RA18-01 (Lodi Shopping Center) which is currently in the approval process. Developer will be responsible for the reimbursement payment in accordance with Lodi Municipal Code §17.62.060.

The project includes the installation of all interior subdivision public improvements and street improvements on Lower Sacramento Road from the southerly Lodi Shopping Center Driveway to its southerly boundary of the single-family home development (270 linear feet).

Developer has requested to execute a separate improvement agreement to design and construct the Lower Sacramento Road public improvements in order to expedite construction of the other site improvements. City staff has deemed this a reasonable request and included a condition requiring that the Lower Sacramento Road public improvements be completed prior to final acceptance of the Gateway North, Unit No. 1, project.

Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision. Development Impact Fees will be collected as part of the building permit process, prior to issuing a certificate of occupancy, for each single-family residence, in accordance with Lodi Municipal Code §15.64.040. This project is part of the Community Facilities District No. 2007-1 (Public Services) (CFD).

Portions of the cost to install certain offsite public improvements that benefit other properties may be eligible for reimbursement from others. It is Developer's responsibility to request reimbursement and submit the appropriate information per Lodi Municipal Code Chapter §17.62.

This item was rescheduled for consideration at the February 6, 2019 Council meeting to March 12, 2019 concurrent with the continued public hearing to consider adopting a resolution to authorize the City Manager to execute Reimbursement Agreement RA-18-01, for public improvements constructed with the

APPROVED:


Stephen Schwabauer, City Manager

Lodi Shopping Center. Since the public hearing to consider Reimbursement Agreement RA-18-01 is now being continued to April 17, 2019, staff recommends rescheduling this item to April 17, 2019.

FISCAL IMPACT: There will be an increase in long-term maintenance costs for public infrastructure and City services such as police, fire, and parks, and open space maintenance. This cost will be partially offset by proceeds from the CFD.

FUNDING AVAILABLE: Not applicable.



Charles E. Swimley, Jr.
Public Works Director

Prepared by Lyman Chang, City Engineer/Deputy Public Works Director
CES/LC/tdb
Attachments

cc: City Attorney Magdich
City Engineer / Deputy Public Works Director Chang
Senior Civil Engineer Nathan
Assistant Civil Engineer Kiriu
Senior Engineering Technician Wiman
Blossom Land Company
MCR Engineering
Browman Development Company

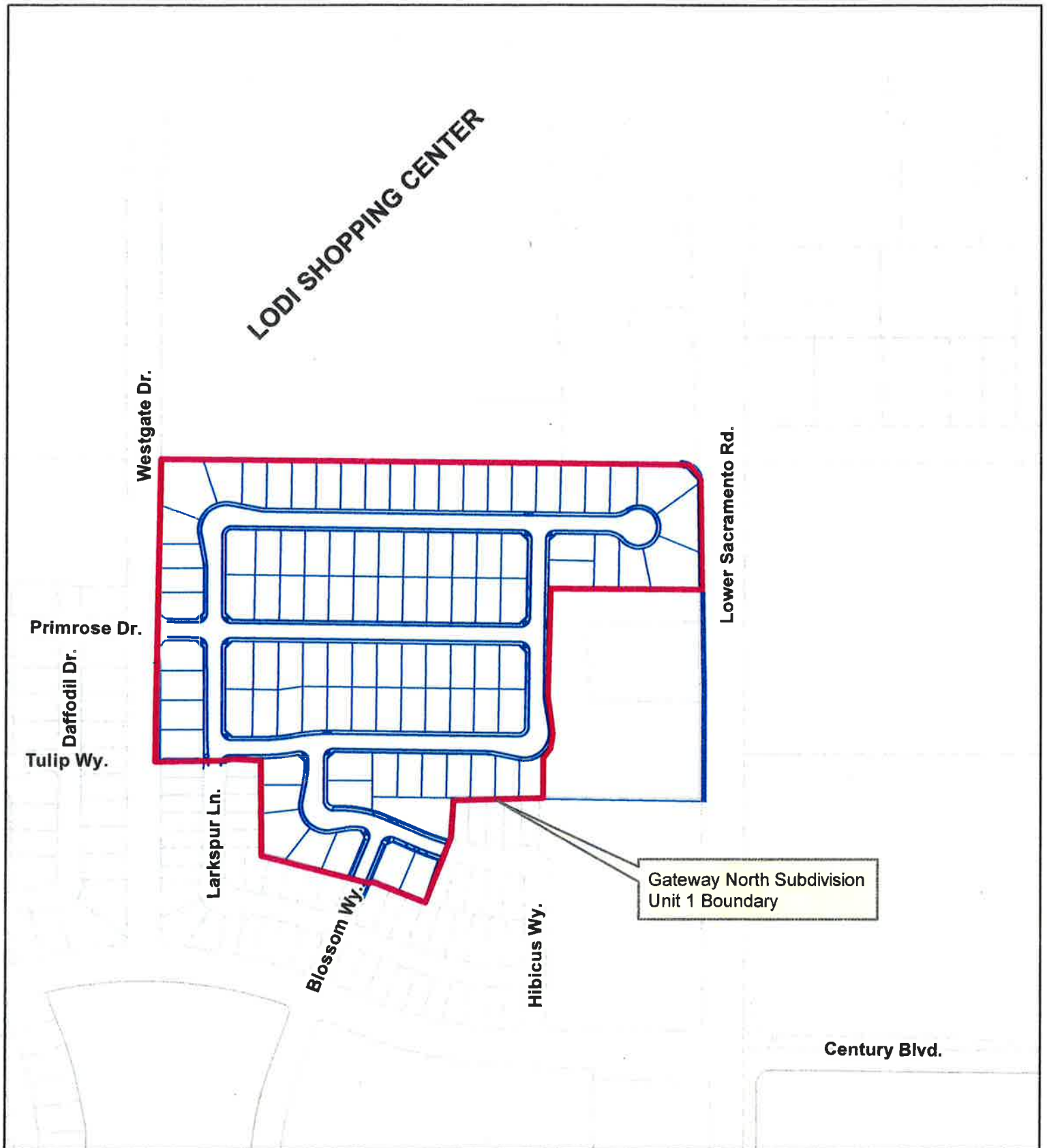


EXHIBIT A **GATEWAY NORTH SUBDIVISION** **UNIT 1 VICINITY MAP**



1 inch = 300 feet

RESOLUTION NO. 2019-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING
THE CITY MANAGER TO EXECUTE AN IMPROVEMENT
AGREEMENT FOR GATEWAY NORTH SUBDIVISION,
UNIT NO. 1, TRACT NO. 3940

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WHEREAS, Gateway North Subdivision, Unit No. 1, is located west of Lower Sacramento Road and south of Lodi Shopping Center; and

WHEREAS, Unit No. 1 consists of 98 single-family residential lots; and

WHEREAS, the developer, Blossom Land Company (Developer), will present the final map for approval at a later date; and

WHEREAS, the project includes the installation of all interior subdivision public improvements and street improvements on Lower Sacramento Road from the southerly Lodi Shopping Center Driveway to its southerly boundary of the single-family home development (270 linear feet); and

WHEREAS, Developer has furnished the City with improvement plans, necessary agreements, guarantees, insurance certificates, and the required fees for the proposed subdivision; and

WHEREAS, Development Impact Fees will be collected as part of the building permit process prior to issuing a certificate of occupancy for each single-family residence, in accordance with Lodi Municipal Code Section 15.64.040, and in accordance with the terms and conditions of the improvement agreement.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute the Improvement Agreement for the Public Improvements of Gateway North, Unit No. 1, Tract No. 3940 in the form attached hereto as Exhibit A and made a part hereof.

Dated: March 12, 2019

=====

I hereby certify that Resolution No. 2019-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held March 12, 2019, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

JENNIFER M. FERRAILOLO
City Clerk

WHEN RECORDED, RETURN TO:

City Clerk
City of Lodi
221 West Pine Street
Lodi, CA 95240

IMPROVEMENT AGREEMENT
for the
PUBLIC IMPROVEMENTS
of
GATEWAY NORTH, UNIT NO. 1
TRACT NO. 3940

THIS AGREEMENT is made and entered into by and between the CITY OF LODI, a California municipal corporation, hereinafter referred to as "City", and Blossom Land Company, a California corporation, hereinafter referred to as "Developer".

RECITALS:

Developer is the developer of that certain real property situated in the City of Lodi, County of San Joaquin, commonly known as Parcels 2 and 3 (A.P.Ns.: 058-03-016 AND 058-03-040) and more particularly described in Exhibit A, attached hereto and incorporated herein. Developer has presented to City for approval the final subdivision maps based on the Vesting Tentative Map approved by the Lodi Planning Commission on December 13, 2017, pursuant to Planning Commission Resolution No. 17-20, entitled "Gateway North". Developer presented a final subdivision map titled "Gateway North, Unit No. 1" for a portion of the Gateway North subdivision, hereinafter called "Map," the Map was filed with the Public Works Director for presentation to the City Council for approval, and is hereby referred to and incorporated herein;

Developer has requested approval of the improvement plans (Plan Set D181) prior to the final approval of the Map. The public improvement plans include all streets, highways or public ways, and public utilities and facilities which are a part of, or appurtenant to, the Gateway North, Unit No. 1 Subdivision, hereinafter called "Project," all in accordance with, and as required by, the plans and specifications for all or any of said improvements in, appurtenant to, or outside the limits of Project, which plans and specifications are now on file in the office of and endorsed with the approval of the Public Works Director or his designee.

Developer acknowledges that a subsequent improvement agreement will be required for the Lower Sacramento Road improvements prior to final approval of the Map.

City Council will adopt a resolution to approve the Map and accept the dedications therein offered at a later date on the condition that Developer will first enter into and execute this Agreement with City and meet the requirements of the Resolution; and

This Agreement is executed pursuant to the provisions of the Subdivision Map Act of the State of California and Titles 15 and 17 of the Lodi Municipal Code ("LMC").

NOW THEREFORE, for and in consideration of the acceptance of the dedications offered, and in order to insure satisfactory performance by Developer of Developer's obligations under State law and City Code, the parties agree as follows:

1. Performance of Work by Developer

Developer will do and perform, or cause to be done and performed at Developer's own expense, in a good and workmanlike manner, and furnish all required materials, all under the direction and to the satisfaction of City's Public Works Director, all of the work and improvements as shown on the approved improvement plans for the Project, Plan Set D181, which is on file in the Public Works Department.

The Developer shall also perform or cause to be performed the following items which are not shown on the improvement plans:

- A. Street light installation and connection to City system;
- B. Street frontage improvements on Lower Sacramento Road (by separate agreement)
- C. Natural gas line installation;
- D. Telephone line installation;
- E. Electrical system; and
- F. Cable television system.

2. Development Changes

Developer shall also perform all work and furnish all materials necessary to comply with any changes required by the Public Works Director, which, in his opinion, are necessary or required to complete the work in conformance with City Standards or are the result of changed conditions.

3. Performance of Work by City

Prior to the approval of the final map by the City, it is agreed that the Developer shall deposit with the City the amount of money shown as the "Developer Cost" on the Billing Schedule, attached hereto as Exhibit B, attached hereto and incorporated herein.

From payments made under the Billing Schedule, Developer elects to have the City perform or install or cause the installation of the following items:

- A. Street seal coat;
- B. Teletest inspection of the public sewer and storm drain lines. The fee shown on the Billing Schedule is based on the linear footage of sewer and storm drain pipe, including laterals, shown on the improvement plans. The fee will be adjusted, if necessary, when the teletest inspection is complete. Any additional fee must be paid prior to Project acceptance; and
- C. Storm Water Permit Compliance Inspections. The fee shown on the Billing Schedule is based on one (1) inspection per month for construction activities covering twelve months period. The fee will be adjusted, if necessary, when the improvements are complete and ready for acceptance by the City. Any additional fee must be paid prior to Project acceptance;

Developer shall also pay all additional costs for work performed by City deemed by the Public Works Director necessary to complete the work under this Agreement in conformance with City Standards.

4. Development Impact Mitigation Fees

Development Impact Mitigation Fees for water, wastewater capacity, street improvements, storm drain, police, fire, parks and recreation, general City facilities, and art in public places are required for this Project. Payment of the Development Impact Mitigation Fees shall be collected prior to issuance of the Certificate of Occupancy for each dwelling. The amounts shown in this Agreement for the Development Impact Mitigation Fees are those in effect at the time of execution of this Agreement. In conformance with LMC Section 15.64.050, the fees are automatically adjusted on January 1st of each year. Fees may also be adjusted at other times by separate City Council action. The actual fees to be paid will be those in effect at the time of payment. This Agreement shall in no way limit City's ability to charge Developer the fees in effect at the time Developer pays the fees.

5. Reimbursement to Others

Developer acknowledges that the City Council adopted RA 18-01 at its regular meeting on February 6, 2019 (Resolution No. 2019-). Developer agrees to pay all costs allocated to Developer in RA 18-01 in accordance with LMC §17.62.060, as shown in Exhibit B.

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6.6 Reimbursement from Others

Developer may be eligible for reimbursement from others for the cost of certain off-site public improvements that benefit other properties. It is Developer's responsibility to request reimbursement and submit the appropriate information per LMC Section 17.62.

6.7 Work: Time for Commencement and Performance

Developer shall, within 365 calendar days from the date of this Agreement, perform or cause to be performed, all work and/or improvements described in this Agreement. At least 15 calendar days prior to the commencement of work hereunder, Developer shall notify the Public Works Director of the date fixed by Developer for commencement thereof, so that City can provide inspection services.

7.8 Time Extension

Time is of the essence of this Agreement. City may extend the time for completion of the improvements hereunder, under the terms of an addendum to this Agreement, which shall be approved and executed by the City Manager. Any such extension may be granted without notice to Developer's surety, and extensions so granted, shall not relieve the surety's liability on the bond to secure the faithful performance of Developer under this Agreement. The City Manager shall make the sole and final determination as to whether or not good cause has been shown to entitle Developer to an extension.

8.9 Record Drawings and Certifications

Prior to acceptance of the Project improvements, Developer shall have installed and put in place, all survey monuments as shown on the Map and provide record drawings and certifications as described in the City of Lodi Public Improvement Design Standards.

9.10. Permits: Compliance with Law

Developer shall, at Developer's expense, obtain all necessary permits and licenses for the construction of the improvements described in this Agreement, give all necessary notices, and pay all fees and taxes required by law.

10.11. Superintendence by Developer

Developer shall give personal superintendence to the Project, or have a competent agent, foreman or superintendent, satisfactory to the Public Works Director, on the Project work site at all times during construction, with authority to act for Developer.

11.12. Inspection by City

Developer, shall at all times, maintain proper facilities and provide safe access for inspection by City to all parts of the work site. Inspections will be provided during normal working hours of City staff. Developer will be billed for inspections on work performed on weekends, holidays and overtime. Developer shall also pay all additional costs incurred by City for soils and materials testing and/or inspection services, including storm water compliance inspections, required as a part of City inspection activities.

12.13. Contract Security

Concurrently with the execution of this Agreement, Developer shall furnish Improvement Security of at least 100 percent of the estimated cost of the public improvements required to be constructed, plus deferred fees and engineering costs of surveying, record drawings and certifications as security for the faithful performance of this Agreement; and an amount equal to at least 100 percent of the above costs, excluding deferred fees, as

security for the payment of all persons performing labor and furnishing materials in connection with this Agreement as more fully described in the State Subdivision Map Act.

The City has determined these security amounts to be as follows:

Faithful Performance:	\$ 2,728,100
Labor and Materials:	\$ 2,728,100

13.14. Warranty Security

Prior to acceptance of the Project improvements by City, Developer shall furnish warranty security of at least 10 percent of the total cost of the public improvements required to be constructed, as security for repair or replacement of defective work as provided under Paragraph 17 of this Agreement. The warranty period shall be two years following the date of acceptance of the improvements by City. If any portion of the Project receives partial acceptance during the course of construction, the warranty period for all required Project improvements shall commence upon the date of final acceptance for the entire Project.

14.15. Indemnity and Hold-Harmless Agreement

Except for the gross negligence or willful misconduct of an Indemnitee (as hereinafter defined), the Developer hereby assumes liability for and agrees to defend (at Indemnitees' option), indemnify, protect and hold harmless City and its elected and appointed boards, commissions, officers, agents, volunteers, and employees ("Indemnitees") from and against any and all claims, charges, damages, demands, actions, proceedings, losses, stop notices, costs, expenses (including attorney fees), judgments, civil fines and penalties, liabilities of any kind or nature whatsoever, which may be sustained or suffered by or secured against the Indemnitees arising out of or encountered in connection with this Agreement of the performance of the Project including, but not limited to, death of or bodily or personal injury to persons or damage to property, including owned by or under the care and custody of City, and for civil fines and penalties, that may arise from or be caused, in whole or in part, by any negligent or other act or omission of Developer, its officers, agents, employees, contractors or subcontractors including, but not limited to, liability arising from:

- A. Any dangerous, hazardous, unsafe or defective condition of, in or on the premises, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Project site by Developer, its officers, agents, employees, contractors or subcontractors;
- B. Any operation conducted upon or any use or occupation of the premises by Developer, its officers, agents, employees, contractors or subcontractors under or pursuant to the provisions of this Agreement or otherwise;
- C. Any act, omission, or negligence of Developer, its officers, agents, employees, contractors or subcontractors.
- D. Any failure of Developer, its officers, agents or employees to comply with any of the terms or conditions of this Agreement or any applicable federal, state, regional, or municipal law, ordinance, rule or regulation; and
- E. The conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-sections (1), (2), (3), and (4) of this paragraph, existing or conducted upon or arising from the use or occupation by Developer on any other premises in the care, custody and control of City.

The Developer also agrees to indemnify City and pay for all damage or loss suffered by City including but not limited to damage to or loss of City property, to the extent not

insured by City and loss of City revenue from any source, caused by or arising out of the conditions, operations, uses, occupations, acts, omissions or negligence referred to in sub-sections (1), (2), (3), (4), and (5) of this paragraph.

Developer's obligations under this Section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Developer shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Developer will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Developer agrees to obtain executed indemnity agreements with provisions identical to those set forth in this paragraph from each and every contractor or subcontractor or any other person or entity involved by, for, with or on behalf of Developer in the performance of this Agreement. In the event Developer fails to obtain such indemnity obligations from others as required here, Developer agrees to be fully responsible according to the terms of this paragraph.

Failure of City to monitor compliance with these requirements of this paragraph imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Developer and shall survive the termination of this Agreement or this paragraph.

This Indemnity shall survive termination of the Agreement. This Indemnity is in addition to any other rights or remedies that the Indemnitees may have under the law or under any other contract or agreements. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, City may, in its sole discretion, reserve, retrain or apply any monies owing to the Developer under this Agreement, if any, for the purpose of resolving such claims; provided, however, City may release such funds if the Developer provides City with reasonable assurance of protection of the Indemnitees' interests. City shall, in its sole discretion, determine whether such assurances are reasonable.

16.16. Developer's Insurance

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this paragraph, nor shall Developer allow any contractor or subcontractor to commence work on Developer's behalf or request until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved by the City's Risk Manager. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Insurance requirements are set forth in Exhibit C, attached hereto and incorporated herein.

16.17. Title to Improvements

Title to, and ownership of, all public improvements constructed hereunder by Developer shall vest absolutely in City upon completion and acceptance of such public improvements by City.

17.18. Repair or Reconstruction of Defective Work

If, within a period of two (2) years after final acceptance by City of the work performed under this Agreement, any structure or part of any structure furnished and/or installed or constructed, or caused to be installed or constructed by Developer, or any of the work

done under this Agreement, including the mitigation measures for dust and erosion control, fails to fulfill any of the requirements of this Agreement plans and specifications referred to herein, Developer and Developer's surety shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require repairs or replacements to be made before Developer can be notified, City may, at its option, make the necessary repairs or replacements or perform the necessary work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

18-19. Landscape Maintenance

Developer shall perform regular maintenance on landscape elements, including plants and irrigation systems installed with the Project for a period of two (2) years after the final acceptance by City. Should Developer or Developer's surety fail to act promptly or in accordance with this requirement, or should the exigencies of the case require maintenance to be performed before Developer can be notified, City may, at its option, perform the necessary maintenance work, and Developer shall pay to City the actual cost of such repairs plus 15-percent for administration and overhead costs.

19-20. Repair or Replacement of City-Owned Bypass Meter Assemblies

Developer is required by City to install bypass meter assemblies in conjunction with the installation of water mains in the City of Lodi. City will supply these assemblies upon receipt of a deposit in the amount of \$5,263 for each assembly required. The purpose of the deposit is to guarantee the return of the assembly in good condition and fulfillment of the other obligations shown in the City's Policies and Procedures entitled "Metering Water Usage of New Water Mains Requiring Temporary Bypasses."

20-21. Mud, Debris, Dust and Erosion

Developer agrees and covenants not to permit mud or other debris to be tracked from the Project site or elsewhere onto City or County streets or onto private property without express permission. Developer further agrees not to cause damage to City or County streets.

Should any mud or debris be deposited in City or County streets or any damage is caused to City or County streets, Developer shall have the same removed or repaired forthwith, and if not removed or repaired upon notice within a specified time, City shall cause the same to be removed or repaired and Developer shall be charged for the cost of said removal or repairs.

Developer, Developer's contractor, subcontractors, and/or agents shall be responsible for dust and erosion problems created during construction, including installation of telephone, electrical, cable television and gas facilities. Developer's responsibility for dust and erosion control shall extend to include a period of two years from the date of final acceptance by City of the work performed under this Agreement.

If a dust or erosion problem arises during Project construction or within a period of two (2) years from the date of final acceptance by City of the work performed under this Agreement, including but not limited to installation of telephone, electrical, cable television, and/or gas facilities, and has not, after notice, been abated by Developer within a specified period of time, City shall cause the same to be controlled, and Developer shall be charged with the cost of said control.

21-22. Fire Protection During Construction

Fire protection facilities approved by City's Fire Chief, including all-weather access road and an approved water supply capable of supplying the required fire flow, shall be installed and made serviceable in accordance with the City Fire Code (as set forth in the Lodi Municipal Code) prior to and during the time of Project construction. The above may

be modified when alternate methods of protection approved by the Fire Chief are provided.

22-23. Protection of Existing Improvements

Damage to any existing improvements, private or public utility lines installed or undergoing installation in which damage occurs during the onsite and offsite construction required of Developer under this Agreement, shall be the absolute responsibility and liability of Developer. In other words, it shall be Developer's responsibility to pay for damage to existing improvements and public or private utilities within the Project property. Damage to any existing facilities outside the limits of the Project damaged as part of the construction of the required Project improvements is also Developer's responsibility.

23-24. Dwelling Occupancy

City will not allow occupancy of any building or structure within the area of the Map until all deferred fees have been paid, public improvements have been approved and accepted by the Public Works Department per established City policy and other requirements of City codes have been met. If building is started prior to acceptance of the improvements, it is Developer's responsibility to inform all prospective purchasers that occupancy will not be permitted until said deferred fees are paid and public improvements are so accepted by City.

24-25. Developer Not Agent of City

Neither Developer nor any of Developer's agents, contractors, or subcontractors are or shall be considered to be agents of City in connection with the performance of Developer's obligations under this Agreement.

25-26. Notice of Breach and Default

If Developer refuses or fails to obtain prosecution of the work, or any severable part thereof, with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if Developer should be adjudged bankrupt, or Developer should make a general assignment for the benefit of Developer's creditors, or if a receiver should be appointed in the event of Developer's insolvency, or if Developer or any of Developer's contractors, subcontractors, agents, or employees, should violate any of the provisions of this Agreement, the Public Works Director or City Council may serve written notice upon Developer and Developer's surety of breach of this Agreement, or any portion thereof, and the default of Developer.

26-27. Breach of Agreement; Performance by Surety or City

In the event of any breach of this Agreement, Developer's surety shall have the duty to take over and complete the work and the improvements as herein specified; provided however, that if the surety, within five (5) days after the serving upon it of such notice of breach, does not give City written notice of its intention to take over the performance of this Agreement, and does not commence performance thereof within five (5) days after notice to City of such election, City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Developer, and Developer's surety shall be liable to City for any excess cost or damage occasioned City thereby; and, in such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to Developer as may be on the site of the work and necessary therefor.

27-28. This Agreement shall run with the land and be binding on the Developer, its heirs, successors and assigns.

28-29. Notices.

EXHIBIT A

Order Number: 0192-5663216
Page Number: 9

LEGAL DESCRIPTION

Real property in the City of Lodi, County of San Joaquin, State of California, described as follows:

PARCEL 1:

THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN.

EXCEPT THEREFROM:

(1) THAT PORTION DESCRIBED IN THE DEED TO THE STATE OF CALIFORNIA RECORDED FEBRUARY 16, 1972 IN BOOK 3620 OF OFFICIAL RECORDS, PAGE 118, SAN JOAQUIN COUNTY RECORDS.

(2) A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER AND THE WEST LINE OF LOWER SACRAMENTO ROAD (80 FEET WIDE); THENCE WESTERLY ALONG SAID SOUTH LINE, 735.50 FEET; THENCE NORTHERLY, PARALLEL TO THE EAST LINE OF SAID NORTHWEST QUARTER, 1271 FEET, MORE OR LESS, TO THE SOUTH LINE OF HIGHWAY 12, AS DESCRIBED IN DEED RECORDED FEBRUARY 16, 1972 IN BOOK 3620 OF OFFICIAL RECORDS, PAGE 118, SAN JOAQUIN COUNTY RECORDS; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID HIGHWAY 12, 735.50 FEET TO THE WEST LINE OF LOWER SACRAMENTO ROAD; THENCE SOUTHERLY ALONG SAID WEST LINE, 1271 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

(3) A PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER AND THE WEST LINE OF LOWER SACRAMENTO ROAD (80 FEET WIDE); THENCE WESTERLY ALONG SAID SOUTH LINE, 735.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00° 03' EAST, PARALLEL WITH THE EAST LINE OF SAID NORTHWEST QUARTER SECTION, 1246.35 FEET TO THE SOUTH LINE OF KETTLEMAN LANE (100 FEET WIDE); THENCE ALONG SAID SOUTH LINE, NORTH 89° 09' 30" WEST, 546.33 FEET TO THE SOUTHERLY PROJECTION OF THE WEST LINE OF LOT 10 OF THE TAYLOR TRACT AS FILED IN VOL. 3 OF MAPS AND PLATS, PAGE 47, SAN JOAQUIN COUNTY RECORDS; THENCE RUNNING PARALLEL WITH SAID EAST LINE OF THE NORTHWEST QUARTER SECTION, SOUTH 0° 03' WEST, 1246.31 FEET TO SAID SOUTH LINE OF THE NORTH HALF OF THE NORTH HALF OF SECTION 15; THENCE ALONG SAID SOUTH LINE, SOUTH 89° 09' 15" EAST, 546.33 TO THE TRUE POINT OF BEGINNING.

(4) THAT PORTION CONVEYED TO THE CITY OF LODI BY DEED RECORDED AUGUST 12, 2003 AS INSTRUMENT NO. 2003-181033, SAN JOAQUIN COUNTY RECORDS.

PARCEL 2:

A PORTION OF PARCEL NINE, PARCEL TEN, PARCEL ELEVEN, PARCEL THIRTEEN AND ALL OF PARCEL TWELVE, AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED MAY 20, 1996 AS INSTRUMENT NO. 96052704, SAN JOAQUIN COUNTY RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BOLT MARKING THE CENTER OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, ALSO BEING POINT ON THE CENTERLINE OF LOWER SACRAMENTO ROAD; THENCE SOUTH 00° 00' 33" EAST, 26.00 FEET ALONG THE NORTH-SOUTH QUARTER (N-S 1/4) SECTION LINE OF SAID SECTION 15; THENCE THE FOLLOWING FIFTEEN (150) COURSES:

- 1) SOUTH 89° 57' 53" WEST, 439.30 FEET;
- 2) ALONG AN ARC OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 1026.00 FEET, A CENTRAL ANGLE OF 25° 51' 28" AND AN ARC LENGTH OF 463.04 FEET;
- 3) ALONG AN ARC OF A TANGENT REVERSE CURVE CONCAVE TO THE SOUTHWEST FROM A RADIAL LINE BEARING SOUTH 25° 49' 21" WEST, HAVING A RADIUS OF 974.00 FEET, A CENTRAL ANGLE OF 00° 35' 14" AND AN ARC LENGTH OF 9.98 FEET;
- 4) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTHEAST FROM A RADIAL LINE BEARING SOUTH 25° 14' 07" WEST, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 95° 26' 10" AND AN ARC LENGTH OF 39.98 FEET
- 5) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTHEAST FROM A RADIAL LINE BEARING SOUTH 70° 12' 03" EAST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 00° 12' 20" AND AN ARC LENGTH OF 3.50 FEET;
- 6) NORTH 70° 24' 23" WEST, 50 FEET;
- 7) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM A RADIAL LINE BEARING NORTH 70° 24' 23" WEST, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 90° 16' 50" AND AN ARC LENGTH OF 37.82 FEET;
- 8) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTH FROM A RADIAL LINE BEARING SOUTH 19° 18' 47" WEST, HAVING A RADIUS OF 966.00 FEET, A CENTRAL ANGLE OF 36° 47' 59" AND AN ARC LENGTH OF 620.44 FEET;
- 9) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTHEAST FROM A RADIAL LINE BEARING SOUTH 17° 29' 12" EAST, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 92° 45' 34" AND AN ARC LENGTH OF 38.86 FEET;
- 10) SOUTH 69° 45' 14" WEST, 50.00 FEET;
- 11) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHWEST FROM A RADIAL LINE BEARING SOUTH 69° 45' 14" WEST, HAVING A RADIUS OF 975.00 FEET, A CENTRAL ANGLE OF 00° 27' 35" AND AN ARC LENGTH OF 7.82 FEET;
- 12) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTHWEST FROM A RADIAL LINE BEARING SOUTH 69° 17' 39" WEST, HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 92° 43' 09" AND AN ARC LENGTH OF 38.84 FEET;
- 13) ALONG AN ARC OF A TANGENT COMPOUND CURVE CONCAVE TO THE SOUTHEAST FROM A RADIAL LINE BEARING SOUTH 23° 25' 30" EAST, HAVING A RADIUS OF 974.00 FEET, A CENTRAL ANGLE OF 02° 30' 06" AND AN ARC LENGTH OF 42.53 FEET;
- 14) ALONG AN ARC OF A TANGENT REVERSE CURVE CONCAVE TO THE NORTHWEST FROM A RADIAL LINE BEARING NORTH 25° 55' 36" WEST, HAVING A RADIUS OF 1026.00 FEET, A CENTRAL ANGLE OF 25° 53' 29" AND AN ARC LENGTH OF 463.64 FEET; AND

15) SOUTH 89° 57' 53" WEST, 456.76 FEET TO THE WEST LINE OF SAID PARCEL NINE, ALSO BEING THE WEST LINE OF SAID SECTION 15; THENCE ALONG SAID WEST LINE, NORTH 00° 02' 07" WEST, 513.00 FEET; THENCE LEAVING LAST SAID LINE, NORTH 89° 57' 53" EAST, 333.88 FEET; THENCE ALONG THE FOLLOWING THIRTEEN (13) COURSES:

- 1) PARALLEL WITH THE WEST LINE OF SAID SECTION 15, NORTH 00° 02' 07" WEST, 90.30 FEET;
- 2) ALONG AN ARC OF CURVE CONCAVE TO THE NORTH FROM A RADIAL LINE BEARING NORTH 02° 35' 18" WEST, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 02° 33' 11" AND AN ARC LENGTH OF 13.37 FEET;
- 3) SOUTH 89° 57' 53" WEST, 8.52 FEET;
- 4) PARALLEL WITH THE WEST LINE OF SAID SECTION 15, NORTH 00° 02' 07" WEST, 142.00 FEET;
- 5) NORTH 89° 57' 53" EAST, 39.61 FEET;
- 6) NORTH 67° 41' 55" EAST, 77.99 FEET;
- 7) NORTH 22° 18' 05" WEST, 19.47 FEET;
- 8) NORTH 67° 41' 55" EAST, 142.00 FEET;
- 9) SOUTH 22° 18' 05" EAST, 137.98 FEET;
- 10) ALONG AN ARC OF A CURVE CONCAVE TO THE SOUTHEAST FROM A RADIAL LINE BEARING SOUTH 16° 33' 44" EAST, HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 21° 31' 13" AND AN ARC LENGTH OF 187.50;
- 11) SOUTH 85° 02' 31" EAST, 183.56 FEET;
- 12) ALONG AN ARC OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 800.00 FEET, A CENTRAL ANGLE OF 04° 59' 36" AND AN ARC LENGTH OF 69.72 FEET; AND
- 13) NORTH 89° 57' 53" EAST, 291.25 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING THE FOLLOWING TWENTY-FIVE (25) COURSES:

- 1) SOUTH 00° 00' 18" WEST, 37.97 FEET;
- 2) SOUTH 89° 59' 42" EAST, 37.00 FEET;
- 3) NORTH 44° 59' 05" EAST, 14.14 FEET;
- 4) NORTH 89° 59' 53" EAST, 80.00 FEET;
- 5) SOUTH 45° 00' 55" EAST, 14.15 FEET;
- 6) NORTH 89° 56' 58" EAST, 52.00 FEET;
- 7) NORTH 44° 59' 05" EAST, 14.14 FEET;
- 8) NORTH 89° 57' 53" EAST, 70.01 FEET; 9) SOUTH 00° 00' 18" WEST, 217.23 FEET; 10) SOUTH 76° 57' 09" EAST, 41.55 FEET; 11) SOUTH 74° 52' 04" EAST, 51.22 FEET;
- 12) SOUTH 72° 33' 57" EAST, 51.22 FEET;

- 13) SOUTH 70° 10' 31" EAST, 55.17 FEET;
- 14) SOUTH 67° 44' 49" EAST, 52.00 FEET;
- 15) NORTH 22° 15' 11" EAST, 20.02 FEET;
- 16) SOUTH 65° 16' 22" EAST, 64.97 FEET;
- 17) SOUTH 67° 13' 39" EAST, 55.34 FEET;
- 18) SOUTH 69° 46' 20" EAST, 7.27 FEET;
- 19) NORTH 18° 27' 11" EAST, 100.26 FEET;
- 20) ALONG AN ARC OF A CURVE CONCAVE TO THE NORTHEAST FROM A RADIAL LINE BEARING NORTH 18° 27' 11" EAST, HAVING A RADIUS OF 726.00 FEET, A CENTRAL ANGLE OF 00° 39' 16" AND ARC LENGTH OF 8.29 FEET;
- 21) NORTH 17° 47' 55" EAST, 52.00 FEET;
- 22) NORTH 28° 49' 47" WEST, 13.73 FEET;
- 23) ALONG AN ARC OF A CURVE CONCAVE TO THE WEST FROM A RADIAL LINE BEARING NORTH 75° 27' 29" WEST, HAVING A RADIUS OF 246.00 FEET, A CENTRAL ANGLE OF 14° 32' 13" AND AN ARC LENGTH OF 62.41 FEET;
- 24) NORTH 00° 00' 18" EAST, 21.15 FEET; AND
- 25) SOUTH 89° 12' 24 " EAST, 623.56 FEET TO THE EAST LINE OF SAID PARCEL THIRTEEN, ALSO BEING A POINT ON THE CENTERLINE OF LOWER SACRAMENTO ROAD, ALSO BEING A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH, 218.70 FEET TO THE SOUTHEAST (SE) CORNER OF PARCEL EIGHTEEN AS DESCRIBED IN THAT CERTAIN QUITCLAIM DEED RECORDED MAY 20, 1996 AS INSTRUMENT NO. 96052704, SAN JOAQUIN COUNTY RECORDS; THENCE ALONG THE SOUTH LINE OF SAID PARCEL EIGHTEEN, WEST 310.00 FEET TO THE SOUTHWEST (SW) CORNER OF SAID PARCEL EIGHTEEN, THENCE ALONG THE WEST LINE OF SAID PARCEL EIGHTEEN, PARALLEL WITH THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 15, NORTH, 180.00 FEET TO THE NORTHWEST (NW) CORNER OF SAID PARCEL EIGHTEEN, THENCE ALONG THE NORTH LINE OF SAID PARCEL EIGHTEEN, PARALLEL WITH THE SOUTH LINE OF SAID PARCEL EIGHTEEN, EAST, 310.00 FEET TO THE NORTHEAST (NE) CORNER OF SAID PARCEL EIGHTEEN, ALSO BEING A POINT ON THE CENTERLINE OF LOWER SACRAMENTO ROAD, ALSO BEING A POINT OF THE EAST LINE OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 15; THENCE ALONG SAID EAST LINE, NORTH, 357.38 FEET TO THE NORTHEAST (NE) CORNER OF SAID PARCEL TEN, ALSO BEING A POINT ON THE EAST-WEST QUARTER-QUARTER (E-W 1/4 1/4) SECTION LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 15; THENCE ALONG SAID EAST-WEST QUARTER-QUARTER (E-W 1/4 1/4) SECTION LINE, NORTH 89° 12' 24" WEST, 1312.58 FEET, MORE OR LESS, TO A POINT, SOUTH 89° 12' 24" EAST, 1330.19 FEET FROM THE NORTHWEST (NW) CORNER OF SAID PARCEL TEN; THENCE LEAVING SAID LINE, SOUTH 00° 00' 18" WEST, 648.43 FEET TO THE POINT OF BEGINNING, BEING PARCEL 5 OF LOT LINE ADJUSTMENT 09-R-03, RECORDED JANUARY 11, 2010 AS INSTRUMENT NO. 2010-002139, SAN JOAQUIN COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS OR MINERAL RIGHTS BELOW SIX HUNDRED FEET (600') OF THE SURFACE OF THE PROPERTY, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED RECORDED JANUARY 11, 2010 AS INSTRUMENT NO. 2010-002141, SAN JOAQUIN COUNTY RECORDS.

PARCEL 3:

**A PORTION OF THE SOUTHERLY ONE-HALF OF THE NORTHWEST QUARTER OF SECTION 15,
TOWNSHIP 3 NORTH, RANGE 6 EAST, MOUNT DIABLO BASE AND MERIDIAN, DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 15;
THENCE NORTH, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 784 FEET
TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED LAND; THENCE NORTH ALONG THE EAST
LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 180 FEET; THENCE DUE WEST A DISTANCE OF
310 FEET; THENCE DUE SOUTH A DISTANCE OF 180 FEET; THENCE EAST, 310 FEET TO THE POINT OF
BEGINNING.**

**EXCEPTING THEREFROM ALL OIL, GAS OR MINERAL RIGHTS BELOW SIX HUNDRED FEET (600') OF THE
SURFACE OF THE PROPERTY, WITH NO RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED
RECORDED JANUARY 11, 2010 AS INSTRUMENT NO. 2010-002141, SAN JOAQUIN COUNTY RECORDS.**

**APN: 058-030-090-000 (Affects Parcel 1), 058-030-160-000 (Affects Parcel 2) and 058-030-040-000
(Parcel 3)**

FOR THE RECORD: THE RACE, MARCH 2001



Page Number: 14

BILLING SCHEDULE

EXHIBIT B

Development:	Gateway North, Unit No. 1	Gross Acreage:	19.29
Developer:	FCB Homes	No. of Units:	98
Engineer:	MCR Engineering		
Date:	9/25/18	Construction cost	\$2,728,100.00

				DEVELOPER	
				COST	CREDITS
ENGINEERING					
Engineering Fee	(5% of \$100,000)	ENG FEE	\$5,000.00		
	(3.5% of \$200,000)	ENG FEE	\$7,000.00		
	(2.5% of \$2,428,100)	ENG FEE	\$60,702.50		
Inspection Fee	(4% of \$250,000)	ENGINS	\$10,000.00		
	(3.5% of \$750,000)	ENGINS	\$26,250.00		
	(3% of \$1,728,100)	ENGINS	\$51,843.00		
Engineering Fee Paid		ENG FEE			\$ 119,548.00
Improvement Agreement Fee		ENG FEE	\$2,211.00		
ENGINEERING SUBTOTAL				\$163,006.50	\$ 119,548.00

STREET SYSTEM

Fees:					
Storm Water Inspection Fees	PW03	1 LS @ \$	2,047.00	\$2,047.00	
(Charge for 1 year inspection)					
Charges for work by City Forces:					
Seal Coat	WKOTPW	140,313 SF @ \$	0.08	\$11,225.04	
STREET SYSTEM SUBTOTAL				\$13,272.04	\$0.00

SEWER SYSTEM

Fees:					
Charges for Work by City Forces:					
TV Inspection for Pipe Installation	PW03	3,785 LF @ \$	1.50	\$5,677.50	
TV Inspection for Project Acceptance	PW03	3,785 LF @ \$	1.50	\$5,677.50	
SEWER SYSTEM SUBTOTAL				\$11,355.00	

STORM DRAIN SYSTEM

Fees:					
Charges for Work by City Forces:					
TV Inspection for Pipe installation	(1701.6525)	2,490 LF @ \$	1.50	\$3,735.00	
TV Inspection for Project Acceptance	(1701.6525)	2,490 LF @ \$	1.50	\$3,735.00	
STORM DRAIN SYSTEM SUBTOTAL				\$7,470.00	\$0.00

ELECTRICAL SYSTEM

To be billed separately by Electric Utility Department

TOTAL AMOUNT OF BILLING SCHEDULE	\$195,103.54	\$119,548.00
Reimbursement Agreement 2007-52		
058-030-16 (old APN 058-030-03) 18.15 Acres @ \$5,735.99/Acre	\$104,108.22	
058-030-16 (old APN 058-030-05) 3.90 Acres @ \$4,832.08/Acre	\$18,845.11	
058-030-04	\$14,684.54	
TOTAL DUE PRIOR TO IMPROVEMENT PLAN APPROVAL	\$213,193.41	

Pending Reimbursement RA 1801
in accordance with LMC Section 17.62.060

Fee to be determined. Payment due at Final Map Approval
\$818,067.45

Total Fee \$1,031,260.86

Development: Gateway North, Unit No. 1
Developer: FCB Homes
Engineer: MCR Engineering

Acres: 19.29
Date: 9/8/18
Lots: 98

TOTAL COST OF PROJECT IMPROVEMENTS						A. DEVELOPER COST		B. COST OF CITY-FUNDED FACILITIES TO BE BUILT BY DEVELOPER	
Item	Description	Quantity	Unit	Price	Total	Quantity	Total	Quantity	Total
Site Preparation & Grading									
1	Site Preparation, Clearing and Grubbing	19	AC	\$1,381.00	\$26,239.00	19	\$26,239.00		\$0.00
2	Earthwork	6,000	CY	\$3.00	\$18,000.00	6,000	\$18,000.00		\$0.00
3	Lot Grading	98	EA	\$2,071.00	\$202,958.00	98	\$202,958.00		\$0.00
4	Basin Excavation	1	LS	\$150,000.00	\$150,000.00	1	\$150,000.00		\$0.00
Street Improvements									
1	Aggregate Base 4" Class II	140,313	SF	\$0.80	\$112,250.40	140,313	\$112,250.40		0.00
2	Asphalt Concrete 2.5"	140,313	SF	\$2.00	\$280,626.00	140,313	\$280,626.00		0.00
3	Survey Monuments	17	EA	\$828.00	\$14,076.00	17	\$14,076.00		0.00
4	Vertical Curb, Gutter, & Sidewalk	785	LF	\$35.00	\$27,475.00	785	\$27,475.00		0.00
5	Roll Type Curb, Gutter, & Sidewalk	6,524	LF	\$30.00	\$195,720.00	6,524	\$195,720.00		0.00
6	Sidewalk	37,821	SF	\$8.00	\$302,568.00	37,821	\$302,568.00		0.00
7	Curb Return Incl. Ramp	14	EA	\$3,451.00	\$48,314.00	14	\$48,314.00		0.00
8	Curb Return w/o Ramp	3	EA	\$1,500.00	\$4,500.00	3	\$4,500.00		0.00
9	In-Line Ramp	6	EA	\$2,781.00	\$16,566.00	6	\$16,566.00		0.00
10	Concrete Driveway Apron	3	EA	\$2,071.00	\$6,213.00	3	\$6,213.00		0.00
11	Street Lights	39	EA	\$4,142.00	\$161,538.00	39	\$161,538.00		0.00
12	8" Masonry Wall & Pilaster	1,260	LF	\$173.00	\$217,980.00	1,260	\$217,980.00		0.00
13	Signage & Striping	1	LS	\$15,000.00	\$15,000.00	1	\$15,000.00		0.00
14	Erosion & Sediment Control	98	EA	\$200.00	\$19,600.00	98	\$19,600.00		0.00
				Subtotal	\$1,819,623.40	Subtotal	\$1,819,623.40	Subtotal Street System - On-Site	\$0.00
Storm Drain System									
1	12" Storm Drain Pipe	519	LF	\$48.00	\$24,912.00	519	\$24,912.00		\$0.00
2	15" Storm Drain Pipe	1,002	LF	\$62.00	\$62,124.00	1,002	\$62,124.00		0.00
3	18" Storm Drain Pipe	133	LF	\$76.00	\$10,108.00	133	\$10,108.00		0.00
4	24" Storm Drain Pipe	725	LF	\$90.00	\$65,250.00	725	\$65,250.00		0.00
5	30" Storm Drain Pipe	111	LF	\$97.00	\$10,787.00	111	\$10,787.00		0.00
6	Side Inlet Catch Basin	14	EA	\$2,761.00	\$38,654.00	14	\$38,654.00		0.00
7	48" Storm Drain Manhole	9	EA	\$4,142.00	\$37,278.00	9	\$37,278.00		0.00
8	Connect to Existing Storm Drain	2	EA	\$6,903.00	\$13,806.00	2	\$13,806.00		0.00
9	Stub & Plug	1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00		0.00
				Subtotal	\$263,899.00	Subtotal	\$263,899.00	Subtotal Storm Drain System	\$0.00
Sanitary Sewer System									
1	8" Sanitary Sewer Pipe	1,624	LF	\$17.00	\$27,608.00	1,624	\$27,608.00		\$0.00
2	8" Sanitary Sewer Pipe	2,161	LF	\$30.00	\$64,830.00	2,161	\$64,830.00		\$0.00
3	Sanitary Sewer Manhole (48")	12	EA	\$3,451.00	\$41,412.00	12	\$41,412.00		\$0.00
4	Sanitary Service with Cleanout	98	EA	\$621.00	\$60,858.00	98	\$60,858.00		0.00
5	Connect to Existing Sanitary Sewer	2	EA	\$6,903.00	\$13,806.00	2	\$13,806.00		0.00
6	Stub & Plug	1	EA	\$1,000.00	\$1,000.00	1	\$1,000.00		0.00
				Subtotal	\$209,514.00	Subtotal	\$209,514.00	Subtotal Sanitary Sewer System	\$0.00
Water System									
1	8" Water Pipe	210	LF	\$41.00	\$8,610.00	210	\$8,610.00		\$0.00
2	8" Water Pipe	3,995	LF	\$55.00	\$219,725.00	3,995	\$219,725.00		\$0.00
3	8" Gate Valve	20	EA	\$1,657.00	\$33,140.00	20	\$33,140.00		\$0.00
4	Fire Hydrant Assembly	8	EA	\$4,142.00	\$33,136.00	8	\$33,136.00		\$0.00
5	1" Water Service w/Meter Box	98	EA	\$828.00	\$81,144.00	98	\$81,144.00		\$0.00
6	Blowoff (Temporary)	1	EA	\$552.00	\$552.00	1	\$552.00		\$0.00
7	Blowoff (Permanent)	1	EA	\$1,657.00	\$1,657.00	1	\$1,657.00		0.00
8	Connect to Existing	4	EA	\$6,903.00	\$27,612.00	4	\$27,612.00		\$0.00
				Subtotal	\$405,576.00	Subtotal	\$405,576.00	Subtotal Water System	\$0.00
				Total	\$2,698,612.40	Total	\$2,698,612.40	10% Engineering & Administration	0.00
Total Construction Cost Subject to Engineering Fee Calculation (A. Developer Cost)							\$2,698,612.40	Total Street System	\$0.00
Construction Engineering & Staking @ 1% ±							\$26,986.12	Total Storm Drain System	\$0.00
As-built Plans & Certifications							\$2,500.00	Total Sanitary Sewer System	\$0.00
TOTAL COST FOR ENGINEERING FEE CALCULATION						A. Total	\$2,728,100.00	Total Water System	\$0.00
Faithful Performance: 100% of A							\$2,728,100.00		
Labor & Materials: 100% of A							\$2,728,100.00		



EXHIBIT C

NOTE: The City of Lodi is now using the online insurance program PINS Advantage. Once you have been awarded a contract you will receive an email from the City's online insurance program requesting you to forward the email to your insurance provider(s) to submit the required insurance documentation electronically

Insurance Requirements for Public Improvement Agreements

Developer shall not commence work under this Agreement until Developer shall have obtained all insurance required under this exhibit, nor shall Developer allow any contractor or subcontractor to commence work on Developer's contract or subcontract until all similar insurance required of the contractor or subcontractor shall have been so obtained. All requirements herein provided shall appear either in the body of the insurance policies or as endorsement and shall specifically bind the insurance carrier.

Developer shall procure and maintain during the life of this Agreement such insurance as shall insure City, its elected and appointed boards, commissions, officer, agents, employees and volunteers, Developer and any contractor or subcontractor performing work covered by this Agreement from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the Project or the Project property, including any public streets or easements, from Developers' or any contractors' or subcontractors' operations hereunder, whether such operations be by Developer or any contractor or subcontractor or by anyone directly or indirectly employed by either Developer or any contractor or subcontractor, and the amount of such insurance shall be as follows:

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto or if Developer has no owned autos, then hired, and non-owned autos with limit no less than \$5,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability.** For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.

Other Insurance Provisions:

- (a) Additional Named Insured Status
The City of Lodi, its elected and appointed boards, commissions, officers, agents, employees, and volunteers are to be covered as additional insureds on the CGL and auto policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (b) Primary and Non-Contributory Insurance Endorsement
The limits of insurance coverage required may be satisfied by a combination of primary and umbrella or excess insurance. For any claims related to this contract, the Developer's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.
- (c) Waiver of Subrogation Developer hereby grants to City of Lodi a waiver of any right to subrogation which any insurer of said Developer may acquire against the City of Lodi by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Lodi has received a waiver of subrogation endorsement from the insurer.

NOTE: (1) The street address of the CITY OF LODI must be shown along with (a) and (b) and (c) above: 221 West Pine Street, Lodi, California, 95240; (2) The insurance certificate must state, on its face or as an endorsement, a description of the project that it is insuring.

- (d) Severability of Interest Clause

The term "Insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability under the Developers commercial general liability and automobile liability policies.

- (e) Notice of Cancellation or Change in Coverage Endorsement
This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 West Pine St., Lodi, CA 95240.
- (f) Continuity of Coverage
All policies shall be in effect on or before the first day of the Term of this Agreement. At least thirty (30) days prior to the expiration of each insurance policy, Developer shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the minimum requirements of this Agreement. Developer shall provide proof of continuing insurance on at least an annual basis during the Term. If Developer's insurance lapses or is discontinued for any reason, Developer shall immediately notify the City and immediately obtain replacement insurance. Developer agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).
- (g) Failure to Comply
If Developer fails or refuses to obtain and maintain the required insurance, or fails to provide proof of coverage, the City may obtain the insurance. Developer shall reimburse the City for premiums paid, with interest on the premium paid by the City at the maximum allowable legal rate then in effect in California. The City shall notify Developer of such payment of premiums within thirty (30) days of payment stating the amount paid, the name(s) of the insurer(s), and rate of interest. Developer shall pay such reimbursement and interest on the first (1st) day of the month following the City's notice. Notwithstanding any other provision of this Agreement, if Developer fails or refuses to obtain or maintain insurance as required by this agreement, or fails to provide proof of insurance, the City may terminate this Agreement upon such breach. Upon such termination, Developer shall immediately cease use of the Site or facilities and commence and diligently pursue the removal of any and all of its personal property from the site or facilities.
- (h) Verification of Coverage
Developer shall furnish the City with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Failure to exercise this right shall not constitute a waiver of the City's right to exercise after the effective date.
- (i) Self-Insured Retentions
Self-insured retentions must be declared to and approved by the City. The City may require the Developer to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.
- (j) Insurance Limits
The limits of insurance described herein shall not limit the liability of the Developer and Developer's officers, employees, agents, representatives, contractors or subcontractor. Developer's obligation to defend, indemnify and hold the City and its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Developer to procure and maintain a policy of insurance.
- (k) Subcontractor
Developer shall require and verify that all contractor and subcontractor maintain insurance meeting all the requirements stated herein, and Developer shall ensure that City is an additional insured on insurance required from contractors and subcontractors.
- (l) Qualified Insurer(s)
All insurance required by the terms of this Agreement must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the AM Best Ratings Guide, and which are acceptable to the City. Non-admitted surplus lines carriers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list) and otherwise meet City requirements.
- (m) Completed Operations Endorsement
For three years after completion of the project, a certificate of insurance with a Completed Operations Endorsement, CG 20 37 07 04, will be provided to the City of Lodi.
Professional Liability. For any consultant or other professional who will engineer or design the Public Improvements, liability insurance for errors and omissions with limits not less than \$1,000,000 per occurrence, shall be procured and maintained for a period of five (5) years following completion of the Public Improvements. Such insurance shall be endorsed to include contractual liability.